

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Sage Telecom, Inc.)	
)	
Petition for Arbitration of an)	
Interconnection Agreement with)	ICC Docket No. 03-0570
Illinois Bell Telephone Company d/b/a)	
SBC Illinois under Section 252(b) of the)	
Telecommunications Act of 1996)	

SAGE TELECOM, INC.'S SECOND SET OF DATA REQUESTS TO SBC

Sage Telecom, Inc. ("Sage"), by its attorneys Kelley Drye & Warren LLP, and pursuant to 83 Illinois Administrative Code Section 200.360 requests that SBC Illinois (hereinafter "SBC" or "the company") respond to the following Interrogatories and Request for Production of Documents. SBC shall respond to this discovery request on or **before October 13, 2003**, by producing answers to Interrogatories, and by producing for inspection and copying, responsive documents at the offices of Kelley Drye & Warren, 333 West Wacker Drive, Suite 2600, Chicago, Illinois 60606.

Definitions

A. Each request pertains to documents, physical objects, and computer recorded information in your knowledge, possession, custody, or control, or in the knowledge, possession, custody, or control of your agents or representatives. Each request is also a continuing request for information and documents, which come into your control during the time in which this proceeding is pending.

B. With respect to any document responsive hereto which has been destroyed, lost, or is no longer in your possession or subject to your control, you shall submit a statement setting forth as to each, a description of the item, its disposition, the date of disposition, and the names of all those with knowledge thereof.

C. The words "document", "memoranda", "work papers", "notes", "correspondence", "item", and "record", include any physical object, written, printed, typed, recorded or graphic, however produced or reproduced, whether sent, received or neither, including originals, copies and drafts, and including but not limited to: correspondence, email, telecopier correspondence, messages, reports and recordings of telephone or other conversations and of interviews and conferences, memoranda, notes, opinions, records, balance sheets, income statements, monthly statements, book entries, account letters, ledgers, journals, books or records of accounts, summaries of accounts, purchase or sales orders, invoices, vouchers, bills, receipts, checks stubs, cancelled checks, drafts, leases, contracts, offers, desk calendars, appointment books, diaries, expense reports, summaries, transcripts, minutes, reports, affidavits, statements, questionnaires, answers to questionnaires, plans, specifications, lab books and notations, data notations, workpapers, confirmations, formula, studies, forecasts, projections, analyses, evaluations, statistical records, tabulations, calculations, charts, graphs, surveys, renderings, diagrams, photographs, recordings, films, video recordings, microfilms, papers, books, periodicals, pamphlets, newspaper articles or clippings, publications, schedules, lists, indexes, all other records or information kept by electronic, photographic, mechanical or other means, and any item similar to the foregoing, however denominated, whether currently in existence or already destroyed.

D. As used herein, the words "SBC," "SBC Illinois" or "Company" refer to Illinois Bell Telephone Company, d/b/a SBC Illinois and any predecessor, successor, or affiliated corporations, its present and former directors, officers, agents, representatives, employees, attorneys, and all other present or former persons, corporations, companies, partnerships, or organizations acting or purporting to act on behalf of SBC.

E. SBC shall produce original copies and drafts of each item requested, as well as copies that bear a mark or notation not contained on the original.

F. With respect to any responsive document to which SBC asserts a claim of privilege, you shall submit a list identifying each document. Identification shall include the (1) date of the document, (2) the names, addresses and capacity of those who have signed the document, (3) the names, addresses and capacity of those who participated in its preparation, (4) the addressee or addressees, (5) the person or persons by whom it was received, (6) the general subject matter thereof, (7) the present or last known location and custodian of the original (or, if that is unavailable, the most legible copy or duplicate thereof), (8) the names and addresses of those who have received a copy of the document, and (9) the basis for your claim of privilege.

G. For each response to Interrogatories or Requests for Production of Documents, please provide the name of each person who assisted in the preparation of such request.

INTERROGATORIES AND REQUESTS FOR THE PRODUCTION OF DOCUMENTS

Interrogatories:

4. Please list all types or categories of calls that SBC believes falls under the definition of Incollect calls found in Article XXVII, Section 27.16.3 of the proposed Interconnection Agreement found as Exhibit 2 to the Petition for Arbitration.

5. Please provide a list of all third parties on behalf of which SBC submits messages for purposes of billing ABS traffic for Incollect calls, and the associated rates SBC passes through on behalf of these third parties. A full response will include a breakdown of each separate type or category of Incollect call passed through to Sage, as well as the associated rate for each of these separate type or category of Incollect calls.

6. Please provide the aggregate total number of Incollect calls that SBC has billed any other carrier in Illinois for each month since the inception of negotiations between Sage and SBC, December 2002. A full response will include those Incollect calls billed on behalf of other third parties, and will separately break down those billed on behalf of SBC and its affiliates and those Incollect calls billed on behalf of the third parties. For purposes of responding, the data should look as follows:

Month	Number of SBC and/or its affiliates Incollect calls passed through to another carrier	Number of third party calls that SBC passed through to another carrier
December 2002		
January 2003		
February 2003		
March 2003		
April 2003		
May 2003		
June 2003		
July 2003		
August 2003		
September 2003		

7. For those calls detailed in response to Interrogatory number 6, please provide the aggregate total number of uncollectible Incollect calls that SBC has experienced for each month since December 2002. The response to this Interrogatory should be presented in the same manner as provided in Interrogatory number 6 above.

8. Please provide a list of all SBC affiliates on behalf of which SBC submits to Sage billing messages for Incollect calls, and the associated rates SBC passes through on behalf of these affiliates. A full response will include a breakdown of each separate type or category of

Incollect call passed through to Sage, as well as the associated rate for each of these separate type or category of Incollect calls.

9. Please indicate for each of the states in which SBC provides local exchange service whether SBC allows retail customers that it serves to receive Alternate Billed Services (ABS) (*e.g.*, Collect-Call, Calling-Card-Call, Billed-to-Third-Call, etc) provided by another carrier.
10. For each state in which SBC allows customers that it serves to receive ABS provided by another carrier, please indicate whether SBC bills its customers for ABS services received by its customers on behalf of the ABS service provider.
11. For each state in which SBC allows its customers to receive ABS services (provided by another carrier) and in which SBC bills the customer for ABS services, please describe how SBC collects payment for the ABS services from its customers. Does SBC include the ABS services charges and local service charges to its customers in a single bill or, alternatively, does SBC send an ABS services bill separate from the bill for its local services?
12. For each state in which SBC serves retail customers local exchange service, please provide an explanation of the safeguards SBC has in place to collect local service payments from its retail customers (*e.g.*, follow-up notice, notice of disconnecting services, etc.).
13. For each state in which SBC allows its customers to receive ABS services (provided by another carrier) and in which SBC bills the customer for ABS services, please provide an explanation of the safeguards SBC has in place to recover ABS services payments from its retail customers (*e.g.*, follow-up notice, notice of disconnecting services, etc.). Please include an explanation of how the safeguards that SBC has in place to recover ABS payments differ from those SBC has in place to collect local service payments.
14. For each state in which SBC allows its customers to receive ABS services (provided by another carrier) and in which SBC bills its customer for ABS services, please provide a list and explanation of all charges SBC assesses to the ABS service provider for the billing of the ABS services.
15. For each state in which SBC allows its customers to receive ABS services (provided by another carrier) but where SBC does not bill its customer for ABS services, please indicate whether the ABS service provider bills SBC's customers directly.
16. For each state in which SBC is providing local exchange service, does SBC offer its customers *SBC-to-SBC* ABS services? That is, does SBC allow its customers the option of receiving Collect calls from other SBC retail customers? Does SBC provide its customers with Calling-Card-Call services or Billed-to-Third-Call services that are designed for calls to other SBC retail customers?
17. For each state in which SBC is providing local exchange service, does SBC offer its customers the ability to make Collect calls to other non-SBC retail customers? Does SBC

provide its retail customers Calling-Card-Call or Billed-to-Third-Call services that allow its retail customers to call non-SBC retail customers?

18. For each state in which SBC is providing local exchange service and where SBC offers its customers ABS services, please provide SBC's retail ABS services rates.

19. For each state which SBC is providing local exchange service and where SBC offer its customers ABS services, please explain how SBC recovers payments for ABS services it provides to its customers. For example, does SBC bill the paying-party directly or does SBC bill the paying-party's carrier?

20. For each state in which SBC is providing local exchange service and where SBC offers its customers ABS services and where SBC bills the paying-party's carrier for ABS services, please provide a copy of any interconnection agreement, tariff or other document that includes the rates, terms, and conditions that govern the billing and collection arrangement between SBC and the paying-parties' carrier for ABS services it provides to its customers?

21. For each state in which SBC provides service, provide an example of an actual bill sent to an SBC customer within the last three months reflecting billing for ABS (e.g., collect calls, calling card calls, billed-to-third, etc.) provided by another carrier. If ABS charges are billed on a separate invoice, also provide the bills for telecommunications services provided by SBC that were most recently sent to the customers for whom the ABS invoices provided in response to the first sentence of this request were sent. SBC may redact from the copies of the bills provided in response to this request the names and addresses of the customers to whom the bills were sent.

22. State whether SBC, when it signs up a new customer, checks whether the new customer has an outstanding balance for unpaid ABS charges with its current provider or prior providers.

23. State whether SBC takes, when setting up a new account for telecommunications service to a customer, takes any steps to ensure that the new customer will pay charges for ABS service. If so, describe those steps and provide all Documents related to such steps.

24. State whether, as an alternative to taking responsibility for billing and collecting from its customers the amounts owed for ABS calls as those calls are made, SBC is willing to require its customers in Illinois to pay for ABS services in advance and, if a customer declines to pay for such services in advance, block that customer's ability to receive such calls. If not, state the basis for SBC's unwillingness.

25. State whether SBC considers the ability of its customers to receive collect calls and other ABS calls an attribute of the local exchange service provided by SBC that SBC's customers find beneficial. Explain the basis for SBC's response to this request.

26. For each state in which SBC provides telecommunications service, state whether SBC requires customers to pay a deposit, or pay for service in advance, for SBC's service. If so, describe SBC's policies and procedures that govern the requirements that a customer pay a

deposit or for service in advance and provide all documents related to such policies and procedures.

27. In circumstances in which SBC has required customers to pay a deposit for, or pay for service in advance, state whether SBC has required the customers to pay for ABS services in advance or, at the time the account is set up, blocked the customer's ability to receive ABS services.

28. Describe in detail Sage's policies and procedures for allocating a customer's partial payment of a bill, including the priority for allocating partial payment between ABS services and other regulated and unregulated services. Provide all documents related to such policies and procedures.

29. Describe the measures, if any, that SBC undertakes to communicate to its customers that failure to pay ABS charges will result in blocking of ABS calls. Provide all documents, including bills, scripts and notices, related to such communications.

30. Describe SBC's policies and procedures for blocking of ABS calls to SBC end-users who fail to pay bills for ABS calls billed. If SBC's response is that it is unable to block ABS calls to SBC end-users for failure to pay ABS calls billed, on what basis does SBC so claim? Please provide reference to any statutory or regulatory guidance relied upon in responding to this Interrogatory. Provide all documents related to such policies and procedures.

31. Describe SBC's policies and procedures for removing blocking of ABS calls to SBC end-users. Provide all documents related to such policies and procedures.

32. Please provide for each month since December 2002 the total amount of revenue SBC has received for putting third party billing data on SBC's local exchange bills. A full response to this request will include all sources of revenue from this service offering including billing and collection charges, monthly recurring charges, per message charges, nonrecurring charges and any other related source of revenue. Please provide each such revenue source on a disaggregated basis for each month.

33. For all states in which SBC operates as the incumbent local exchange carrier, provide a breakdown of all Incollect charges assessed against Sage that belong to a carrier other than SBC. For such charges, provide an identification of the originating carriers.

34. If SBC is unable to provide a response to Interrogatory 33 above, please provide a complete explanation of how SBC remits back funds to third parties which originated Incollect traffic and passed that traffic data on to SBC for billing of the terminating customer.

35. If Sage receives a partial payment from its end-user for a third party Incollect charge submitted to Sage by SBC, and Sage then remits that partial payment to SBC, please provide a complete explanation on how SBC recourses the uncollectible amount to the originating third party carrier. Is SBC able to reconcile the Incollect billing data it receives from the third party

with monies remitted by Sage for those third party Incollect charges that SBC passes through to Sage? Please provide any documents relied upon in preparing response to this Interrogatory.

36. Please provide a complete list of all third parties on behalf of whom SBC has passed through Incollect billing data to Sage for billing and collection of Incollect calls.

37. Is SBC technically capable of removing third party Incollect billing data from the data that it provides to Sage for billing and collecting Incollect data? If yes, please provide an explanation as to how SBC is able to do so. If no, please explain why SBC is not capable to doing so.

38. For purposes of this Interrogatory, please assume that SBC has submitted Incollect charges on behalf of both SBC and a third party carrier, and that Sage has billed, collected and remitted 100% of the requested Incollect charges to SBC. Please provide a detailed explanation of how SBC is able to remove from the total Sage remittance those charges that should flow through to SBC (as originating from a SBC customer) and those charges that should flow through back to the third party (as originating from the third parties' customer).

39. Prior to submitting Incollect billing data to Sage, does SBC investigate whether that third party has entered into a Billing and Collection Agreement with Sage?

Request for the Production of Documents:

5. Please provide a copy of the standard billing and collection contract entered into between SBC and other third parties that SBC governs the terms by which SBC bills and collects for calls terminating to SBC Illinois' local exchange customers.
6. Please provide a copy of any billing and collection contract between SBC Illinois and any SBC-affiliated organization (including but not limited to SBC Long Distance) that governs the terms by which SBC bills and collects for calls terminating to SBC Illinois' local exchange customers.
7. Please provide copies of all agreements between SBC and any other third party that allows or requires SBC to use Sage or any other CLEC for that third parties' Incollect calls.
8. For each of the types of Incollect calls listed in response to Interrogatory number 4, please provide all of SBC's tariff pages containing a description of that service and any rates or charges associated with that service. If there are no tariffs for those types of calls, identify the contract or other basis by which SBC claims a right to bill its customer for these calls.
9. For each third party listed in response to Interrogatory number 5 and each SBC affiliate listed in response to Interrogatory number 8, please provide all documents relied upon to prepare the response including, but not limited to, contracts, tariffs, correspondence, emails, billing, or any other type of document.
10. Please provide SBC's responses to all discovery requests submitted by any other party to this proceeding, including the Staff of the Illinois Commerce Commission.
11. Please provide any document relied upon in preparation of any response to Interrogatories submitted on behalf of Sage.
12. Please provide all documents provided to the Staff of the Illinois Commerce Commission in any meeting between December 2002 wherein SBC and Staff discussed ABS billing and services.

13. Please provide copies of all billing and collection agreements that SBC has entered into with affiliates and third party CLECs.

Respectfully submitted,

Sage Telecom, Inc.

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